

**INVITATION TO BID**

**REFUSE AND RECYLING SERVICES**

**FOR TOWN FACILITIES**

**ITB No. 2013-19**



**The Town of Miami Lakes Council:**

**Mayor Michael Pizzi**  
**Vice Mayor Ceasar Mestre**  
**Councilmember Manny Cid**  
**Councilmember Timothy Daubert**  
**Councilmember Nelson Hernandez**  
**Councilmember Tony Lama**  
**Councilmember Nelson Rodriguez**

Alex Rey, Town Manager  
The Town of Miami Lakes  
15150 NW 79<sup>th</sup> Court  
Miami Lakes, Florida 33016

**DATE ISSUED: February 22, 2013**

**CLOSING DATE: March 19, 2013**

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**SECTION 1**  
**NOTICE TO BIDDERS**  
**TOWN OF MIAMI LAKES**  
**REFUSE AND RECYCLING SERVICES FOR TOWN FACILITIES**  
**AND PARKS**  
**ITB 2013-19**

The Town of Miami Lakes (the "Town") will be accepting sealed Bids for Refuse Removal and Recycling Services for the Town's Facilities and Parks. Bidders are to submit three (3) Bids, with original signatures, signed in blue ink together with a copy of the Bid on a CD-ROM. **Sealed Bids, including the CD-ROM must be received by the Town of Miami Lakes, Town Clerk at 15150 NW 79<sup>th</sup> Court, Miami Lakes, Florida by 3:00 P.M. on March 19, 2013.**

Late Bids will not be considered under any circumstances and the date and time stamp of the Town Clerk shall be used to designate for the record the official date and time of receipt by the Town.

**Scope of Work:**

The Services consist of furnishing all personnel, labor, materials, machinery, tools, means of transportation, supplies, equipment, services, supervision, and management necessary to provide refuse collection and disposal services, as well as Recycling Service, for Town facilities and select Park locations.

**Minimum Qualification Requirements:**

Bidder must possess a minimum of five (5) years' experience as a licensed waste hauler in the State of Florida and have successfully completed at least three (3) contracts with public entities of a similar size, scope, and complexity during the past seven (7) years. The Bidder must self-perform all of the Work under the Contract except for the physical sorting and disposal of the Recyclable Materials. Where the Bidder will be providing the Recycling Services the Bidder must have been a licensed recycler in the State of Florida for a minimum of five (5) years.

The Town will consider a Bid as responsive where a Bidder has less than the stipulated minimum number of years of experience in instances where the Bidder has undergone a name change and such change of name has been filed with the State of Florida. This is the sole exception to the experience requirement.

**A Non-Mandatory Pre-Bid Conference will be held on March 5, 2013 at 10:00 am in the Town Hall Conference Room, which is located at 15150 NW 79<sup>th</sup> Court, Miami Lakes, FL 33016.**

Bid Documents may be obtained by visiting the Town's website at [www.miamilakes-fl.gov](http://www.miamilakes-fl.gov) and selecting "Contractual Opportunities". Any further inquiries regarding the ITB may be directed exclusively via e-mail to Roxana Tejeda, at [procurement@miamilakes-fl.gov](mailto:procurement@miamilakes-fl.gov). **It is the sole responsibility of all firms to ensure the receipt of any addendum and it is recommended that firms periodically check the Town's Procurement webpage for updates and the possible issuance of addenda.**

All Bids shall be submitted in accordance with the Instructions to Bidders. **Any Bids received after the specified time and date will not be considered.** The responsibility for submitting a Bid before the stated time and date is solely and strictly the responsibility of the Bidder.

*Pursuant to subsection (t) "Cone of Silence" of Section 2-11.1 "Conflict of Interest and Code of Ethics Ordinance" of Miami Dade County, public notice is hereby given that a "Cone of Silence" is imposed concerning this purchase.*

## SECTION 2

### INSTRUCTIONS TO BIDDERS

#### 2.1 DEFINITION OF TERMS

**Approval” or “Acceptance** mean the Program Manager has determined that that the Services performed meet the requirements of the Contract. The Town’s approval shall not relieve the Contractor of responsibility for compliance with Federal, State, and local laws, rules, regulations, and the Contract requirements.

**Bid** means the Bid Form tendered by a Bidder in response to this solicitation, which includes the price, authorized signature and all other information or documentation required by the Invitation to Bid (“ITB”) at the time of submittal.

**Bid Form** means the form that contains the goods or services to be purchased and that must be completed and submitted with the Bid.

**Bidder** means any person, firm incorporated or unincorporated business entity, acting directly or through an authorized representative, tendering a Submittal in response to this solicitation.

**Change Order** means a written document ordering a change in the Contract price or Contract time or a material change in the Work. A Change Order must comply with the Contract Documents.

**Contract** means the ITB and the Bid documents that have been executed by the Bidder and the Town subsequent to approval of award by the Town.

**Contract Documents** means the Contract as may be amended from time to time, any and all the ITB, addendum, clarifications, directives, change orders, payments and other such documents issued under or relating to the Contract.

**Contractor** means the person, firm, or corporation with whom the Town has contracted and who will be responsible for the acceptable performance of any Work and for the payment of all legal debts pertaining to the Work under the Contract.

**Cure** means the action taken by the Contractor promptly, after receipt of written notice from the Town of a breach of the Contract Documents, which shall be performed at no cost to the Town, to repair, replace, correct, or remedy all material, equipment, or other elements of the Work or the Contract Documents affected by such breach, or to otherwise make good and eliminate such breach.

**Cure Period** means the period of time in which the Contractor is required to remedy deficiencies in the Work or compliance with the Contract Documents after receipt of a written **Notice to Cure** from the Town identifying the deficiencies and the time to Cure.

**Days** mean calendar days unless otherwise specifically stated in the Contract Documents.

**Emergency Service** means service that requires action within a short period of time to mitigate a hazardous or safety related situation or response to a Force Majeure.

**Facility(ies)** means the locations where the Services are to be formed, which may be a man-made structure or a park.

**Inspector** means an authorized representative of the Town assigned to make necessary inspections of materials and Work performed by the Contractor.

**Materials** mean goods or equipment used or consumed in the performance of the Work.

**Performance Based Service Contracting** means a procurement strategy that seeks to issue technical requirements that set forth outcomes for performance instead of specified requirements on how to perform the service. This strategy shifts the risk of performance to the Contractor by allowing the Contractor to design the methods of achieving desired results as defined by the performance quality standards established by the Town.

**Program Manager** means the individual assigned by the Town Manager to manage the Contract.

**Recyclable Material** means any material that is capable of being processed at a recycling or materials recovery facility, and includes, but is not limited to: corrugated cardboard, mixed office paper/colored paper, newspaper/magazines, fiber material, glass bottles/containers, steel/tin containers, aluminum containers, and plastic bottles/containers

**Recycling Service** means the acceptance and processing of Source-Separated Recyclable Materials at the location where Source-Separated Recyclable Materials are to be delivered under the Contract.

**Subcontractor** means a person, firm or corporation having a direct contract with Contractor, including one who furnishes material worked to a special design according to the Contract Documents, but does not include one who merely furnishes materials not so worked.

**Source-Separated Recyclable Materials** mean Recyclable Material that are separated and sorted where the Recyclable Material is delivered for the purposes of recycling.

**Submittal** means the Bid and other documents submitted by the Bidder in response to this ITB.

**Town** means the Town Council of the Town of Miami Lakes or the Town Manager, as applicable.

**Town Manager** means the duly appointed chief administrative officer of the Town of Miami Lakes or his designee.

**Trash Receptacle** means any container provided by the Contractor, including dumpsters, roll-off containers, recycling containers, etc. for the purpose of collecting waste, refuse, or Recyclable Material.

**Work or Service** as used herein refers to all reasonably necessary and inferable services required by the Contract Documents including all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill its obligations, under the Contract Documents.

## **2.2 GENERAL REQUIREMENTS**

The ITB and any addendum that may be issued constitute the complete set of specification requirements and Bid Forms. The Bid Form page(s), and all forms contained in the ITB shall be completed, signed, and submitted in accordance with the requirements of Section 1. All Bids must be typewritten or filled in with pen and ink, and must be signed in blue ink by an officer or employee having authority to bind the company or firm. Errors, corrections, or changes on any document must be initialed by the signatory of the Bid. Bidder shall not be allowed to modify its Bid after the opening date and time.



### **2.3 PREPARATION OF BID**

The Bid Form contains multiple line items and the Bidder must provide prices for all line items and must provide the price for the total Bid amount. Failure to include pricing on all line items as well as the total Bid amount shall result in the Bid being found non-responsive.

**Bidder must use the blank Town forms provided herein.** The Bid must be signed and acknowledged by the Bidder in accordance with the directions on the ITB. Failure to utilize the Town's forms, or fully complete the required forms may result in a determination that the Bid is non-responsive.

A Bid will be considered non-responsive if it is conditioned on modifications, changes, or revisions to the terms and conditions of the ITB.

The Bid is to include the furnishing of all labor, materials, equipment, all overhead/indirect expenses and profit, necessary for the completion of the Work, except as may be otherwise expressly provided in the Contract Documents.

Joint venture firms shall not be considered for award under this ITB.

### **2.4 BID PREPARATION AND RELATED COSTS**

All cost involved with the preparation and submission of a Bid to the Town or any work performed in connection therewith, shall be the sole responsibility of the Bidder(s). No payment shall be made for any Bid received, or for any other effort required of or made by the Bidder prior to commencement of Work as defined by a contract duly approved by the Town Council or Town Manager, as applicable. The Town shall bear no responsibility for any cost associated with any judicial proceedings resulting from the ITB process.

### **2.5 PRE-BID CONFERENCE**

A *Non-Mandatory* pre-Bid conference will be held on March 5, 2013 at 10:00 A.M. The conference will be held at Town Center Conference Room, located at 15150 NW 79<sup>th</sup> Court Miami Lakes, FL 33016. Prospective Bidders should attend this meeting to obtain information relative to the ITB. Attendees are requested to sign-in and provide the requested information at the time of sign-in. Failure to attend or sign-in will not result in a Bidder's Response being rejected as non-responsive.

### **2.6 QUALIFICATIONS OF BIDDER**

Bidder must meet the minimum qualification requirements stated in Section 1 and must be capable of performing the Work under the Contract. Bidders shall submit a completed Qualification Statement utilizing the attached form.

### **2.7 PERFORMANCE OF THE WORK**

**Bidder must be capable of self- performing all of the Work under this Contract.** By submitting a Bid the Bidder certifies that it will meet these requirements. As part of the Bid, the Bidder is to include the form entitled "Questionnaire". Failure to complete and submit this form or to meet this requirement shall result in the Bid being deemed non-responsive. If the Contractor is deemed to not meet this requirement during the performance of the Work, the Contractor shall be in default of the Contract Documents.

## **2.8 EXAMINATION OF CONTRACT DOCUMENTS AND THE PARK SITES**

It is the responsibility of each Bidder, before submitting a Bid in response to this ITB to:

- Carefully review the ITB, including any Addendum and notify the Town of any conflicts, errors or discrepancies.
- Visit the Facilities to become familiar with conditions that may affect costs, progress, or performance of the Work.
- Take into account federal, state and local, including, without limitation, the Town's Code, and Miami-Dade County and the State of Florida's statutes laws, rules, regulations, and ordinances that may affect a Bidder's ability to perform the Work.
- Study and carefully correlate Contractor's observations with the requirements of the ITB.

The submission of a Bid in response to this solicitation shall constitute an incontrovertible representation by Bidder that it will comply with the requirements of the Contract Documents and that without exception, the Bid is premised upon performing and furnishing the Work required under the Contract Documents and that the Contract Documents are sufficient in detail to indicate and convey understanding of all terms and conditions for performance of the Work.

## **2.9 INTERPRETATIONS AND CLARIFICATIONS**

All questions about the meaning or intent of the ITB shall be in writing and **submitted by e-mail** to [procurement@miamilakes-fl.gov](mailto:procurement@miamilakes-fl.gov). Interpretation or clarifications considered necessary by the Town in response to such questions will be issued by means of addenda. All addenda will be posted on the Town's website, [www.miamilakes-fl.gov](http://www.miamilakes-fl.gov). It is the sole responsibility of the Bidder to obtain all addenda by visiting the Town's website. Written questions must be received no less than ten (10) days prior to bid opening. Only questions answered by written addenda shall be binding. Oral and other interpretation or clarifications shall be without legal effect.

## **2.10 POSTPONEMENT OF BID OPENING DATE**

The Town reserves the right to postpone the date for receipt and opening of Bids and will make a reasonable effort to give at least five (5) calendar days' notice prior to the Bid opening date, of any such postponement to prospective Bidders. Any such postponement will be announced through the issuance of an addendum posted to the Town's website.

## **2.11 ACCEPTANCE OR REJECTION OF BIDS**

The Town reserves the right to reject any and all Bids or portions of any Bid, with or without cause, to waive technical errors and informalities, or to cancel or re-issue this solicitation. The Town also reserves the right to reject the Bid of any Bidder who has failed to previously perform under a contract or who is in arrears to the Town.

Reasonable efforts will be made to either award the Contract or reject all Bids within ninety (90) calendar days after the Bid opening date. A Bidder may not withdraw its Bid unilaterally before the expiration of one hundred twenty (120) days from the date of bid opening. A Bidder may withdraw its Bid after the expiration of one hundred twenty (120) calendar days from the date of Bid opening by delivering written notice of withdrawal to the Town's

Procurement Manager prior to award of the Contract. Once the Town makes the award, the Bid cannot be withdrawn under this Article.

## **2.12 WITHDRAWAL OF BID**

A Bidder may withdraw its Bid at any date and time prior to the date and time the Bids are scheduled to be opened.

## **2.13 OPENING OF BIDS**

Bids will be publicly opened at the appointed time and place stated in the ITB. Late Bids will not be opened or considered for award. Town staff is not responsible for the premature opening of a Bid if the Bid is not properly sealed, addressed and labeled. Bidders or their authorized agents are invited to be present at the Bid opening. Subsequent to the Bid opening information on the Bid Submittals will be made available in accordance with Florida Statute 119.071, Paragraph (b) of subsection (1), item 2, as amended. Review of the Bid Submittals by Town staff will determine the lowest responsive and responsible Bidder.

## **2.14 AWARD OF CONTRACT**

The Town anticipates awarding one Contract as a result of this solicitation. However, the Town, in its sole discretion may award contract on a location by location basis. The Town may require demonstration of competency and, at its sole discretion, conduct site visit(s) and inspections of the Bidder's place of business, require the Bidder to furnish documentation and/or require the Bidder to attend a meeting to determine the Bidder's qualifications and ability to meet the terms and conditions of this Contract. The Town shall consider, but not be limited to, such factors as financial capability, labor force, equipment, experience, knowledge of the trade work to be performed, the quantity of Work being performed by the Contractor and past performance on Town and other contracts. In no case will the Award be made until all necessary investigations have been made into the responsibility of the Bidder and the Town Manager is satisfied that the Bidders are qualified to perform the Work.

Any Bidder who, at the time of submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Bidder under federal bankruptcy law or any state insolvency, the Bid may be declared non-responsive. Any Bidder who has filed a lawsuit against the Town or where the Town has filed a lawsuit or won a court judgment against a Bidder, such Bidder may be declared non-responsive.

The Town shall post the Town Manager's award recommendation on the Town's website at [http://www.miamilakes-fl.gov/c-our\\_govt/admin-procurement.php](http://www.miamilakes-fl.gov/c-our_govt/admin-procurement.php).

If the Town accepts a Bid, the Town will notify the Bidder(s) that it is the apparent awardee and that award is conditioned upon executing the Contract, and submission and approval of the required insurance certificates. The Town will provide a written notice of award upon the Bidder meeting these requirements.

If the successful Bidder(s) forfeits the Award by failing to meet the conditions as stated above, the Town may, at the Town's sole option, award the Contract to the next lowest Responsive and Responsible Bidder or reject all Bids or re-issue the ITB.

## **2.16 SERVICE TEST PERIOD**

If the Contractor has not previously performed the services to the Town, the Town reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the Contract, and to the Town's satisfaction.

Such test period can be from thirty (30) to ninety (90) days, and will be conducted under all specifications, terms and conditions contained in the contract. Any service test period shall be included in the duration of the initial term of the contract.

A performance evaluation report will be conducted prior to the end of the test period and that evaluation will be the basis for the Town's decision to continue with the Contractor or to select another contractor.

## **2.17 COLLUSION**

Where two (2) or more related parties, as defined in this Article, each submit a response to an ITB; such submissions shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submission under such ITB. Related parties shall mean employees, officers or the principals thereof which have a direct or indirect ownership interest in another firm or in which a parent company or the principals thereof of one Bidder have a direct or indirect ownership interest in another Bidder for the same contract(s). ITB responses found to be collusive shall be rejected.

## **2.18 BID PROTEST**

The Town's Bid Protest procedures are applicable to this solicitation. Any such protest must be submitted in accordance with the Town's Procurement Ordinance, which is available for review on the Town's website at [http://www.miamilakes-fl.gov/c-our\\_govt/admin-procurement.php](http://www.miamilakes-fl.gov/c-our_govt/admin-procurement.php).

## **2.19 LOCAL PREFERENCE**

The Town's Local Preference procedures are applicable to this solicitation. Any such request for preference must be submitted in accordance with the Town's Procurement Ordinance, which is available for review on the Town's Website At [http://www.miamilakes-fl.gov/c-our\\_govt/admin-procurement.php](http://www.miamilakes-fl.gov/c-our_govt/admin-procurement.php).

## **2.20 BIDDER IN ARREARS OR DEFAULT**

Bidder represents and warrants that the Bidder is not in arrears to the Town and is not a defaulter as a surety or otherwise upon any obligation to the Town. Bidder further warrants that the Bidder has not been declared "not responsible" or "disqualified" by or debarred from doing business with any state or local government entity in the State of Florida, the Federal Government or any other State/local governmental entity in the United States of America, nor is there any proceeding pending pertaining to the Bidder's responsibility or qualification to receive public agreements. The Bidder considers this warrant as stated in this Article to be a continual obligation and shall inform the Town of any change during the term of the Contract.

## **2.21 PUBLIC ENTITY CRIMES ACT**

In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a contractor, who had been placed on the convicted vendor list following a

conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the Town, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to the Town, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with the Town in excess of the threshold amount provided in Section 287.917, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by the Contractor shall result in rejection of the Bid, termination of the contract, and may cause Contractor debarment.

## **2.22 LOCAL PREFERENCE**

Bidder must comply with the Town's requirements concerning lobbying which may be viewed on the Town's website.

**SECTION 3**  
**GENERAL TERMS AND CONDITIONS**

**3.1 INTENTION OF THE TOWN**

It is the intent of the Town to describe in the ITB the Work to be completed in accordance with all codes and regulations governing all the Work to be performed under this Contract. Any work, labor, materials and/or equipment that may reasonably be inferred from the Contract as being required to produce the intended results shall be supplied by Contractor whether or not specifically called for in the Contract Documents. Where words, which have well-known technical or trade or industry meanings are used to describe Work, materials or equipment, such words shall be interpreted in accordance with that meaning. The Town shall have no duties other than those duties and obligations expressly set forth within the Contract Documents.

**3.2 TIME IS OF THE ESSENCE**

Contractor will promptly perform its duties under the Contract and will give the Work as much priority as is necessary to cause the Work to be completed on a timely basis in accordance with the Contract Documents.

**3.3 NOTICES**

Whenever either party desires to give written notice to the other relating to the Contract, such must be addressed to the party for whom it is intended at the place specified below; and the place for giving the notice shall remain until it shall have been changed by written notice in compliance with the provisions of this Article. Notice shall be deemed given on the date received or within 3 days of mailing, if mailed through the United States Postal Service. Notice shall be deemed given on the date sent via e-mail or facsimile. Notice shall be deemed given via courier/delivery service upon the initial delivery date by the courier/delivery service. For the present, the parties designate the following as the respective places for giving of notice:

For Town:

Mr. Alex Rey  
Town Manager  
Town of Miami Lakes  
15150 NW 79<sup>th</sup> Court  
Miami Lakes, Florida 33016

Mr. Gary Fabrikant  
Procurement Manager  
Town of Miami Lakes  
15150 NW 79<sup>th</sup> Court  
Miami Lakes, Florida 33016

For Contractor:

**(To Be Determined)**

During the Work the Contractor shall maintain continuing communications with designated Town representative(s). The Contractor shall keep the Town fully informed as to the progress of the Work under the Contract.

### **3.4 PRIORITY OF PROVISIONS**

If there is a conflict or inconsistency between any term, statement requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into the Contract Documents by reference and a term, statement, requirement, the specifications or any plans, or provision of the Contract Documents the following order of precedence shall apply:

In the event of conflicts in the Contract Documents the priorities stated below shall govern;

- Revisions and Change Orders to the Contract shall govern over the Contract
- The Contract Documents shall govern over the Contract
- The Special Conditions shall govern over the General Conditions of the Contract
- Addendum to an ITB shall govern over the ITB

### **3.5 INDEMNIFICATION-**

The Contractor shall indemnify and hold harmless the Town, its officers, agents and employees from and against all liabilities, claims, damages, losses and expenses, including reasonable attorney's fees and costs at both trial and appellate levels arising out of or resulting from the performance of the Work under this Contract, caused by negligence, recklessness, intentional misconduct, or any act or omission of the Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable.

Such indemnification and hold harmless shall include any and all liabilities, claims, damages, losses and expenses, including reasonable attorney's fees and costs at both trial and appellate levels arising out of or resulting from contamination of or adverse effects on the environment, or any violation of governmental laws , regulations, or orders, to the extent caused by the by negligence, recklessness, intentional misconduct, or any act or omission of the Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable, inclusive of the processing of Recyclable Materials.

The Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Town or its officers, employees, agents and instrumentalities as herein provided.

The Contractor agrees and recognizes that the Town shall not be held liable or responsible for any claims which may result from any actions or omissions of the Contractor in which the Town participated either through review or concurrence of the Contractor's actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the Contractor, the Town in no way assumes or shares any responsibility or liability of the Contractor or Sub-Contractor, under this Contract. The Contractor shall defend the Town or provide for such defense at its own expense, at the Town's option.

This indemnification obligation shall survive the expiration or termination of this Contract.

The Town has provided specific consideration for the indemnification of \$10.00 from the sums due to the Contractor under this Contract.

### **3.6 INSURANCE**

Without limiting any of the other obligations or liabilities of Contractor, the Contractor shall secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in the State of Florida, be rated "B" as to management and "Class V" as to strength or better as rated by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, The insurance carrier shall have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers. Any insurance maintained by the Town shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include a minimum of:

- a. Worker's Compensation and Employer's Liability Insurance:** For all employees of the Contractor as required by Florida Statute 440
- b. Employer's Liability:** Limit for each bodily injury by an accident shall be \$500,000 policy limit for each accident, per employee, including bodily injury caused by disease.
- c. Comprehensive Business Automobile and Vehicle Liability Insurance:** This insurance shall be written in comprehensive form and shall protect the Contractor and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.
- d. Commercial General Liability ("CGL").** This insurance shall be written in comprehensive form and shall protect the Contractor and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees, or subcontractors. The limit of liability shall not be less than \$1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a primary and non-contributory basis and with a coverage form no more restrictive than the latest edition of the



Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office.

- CGL Required Endorsements
  - Employees included as insured
  - Contingent Liability/Independent Contractors Coverage
  - Contractual Liability
  - Waiver of Subrogation

Town is to be expressly included as an **Additional Insured** pursuant to endorsement number CG 2010 11/85 or its equivalence.

**e. Certificate of Insurance:** Contractor shall provide the Town Manager or designee with Certificates of Insurance for all required policies within fifteen (15) days of notification of a conditional award by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall specifically cite this Contract and shall state that such insurance is as required by this Contract. The Town reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the Town. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled, restricted, or a material change is made. Acceptance of the Certificate(s) is subject to approval of the Town Manager or designee.

**f. Additional Insured** - The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from operations performed by or on behalf of Contractor in performance of this Contract. The Town shall be named as additional insured under the CGL, business automobile insurance and umbrella policies. Town shall be named as an additional insured under Contractor's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to Contractor's insurance. Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The Contractor shall be responsible for the payment of any deductible or self-insured retention in the event of any claim. Where a self-insured retention or deductible exceeds \$100,000 the Town reserves the right to request a copy of the Contractor's most recent annual report or audited financial statement.

Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this section or any other section of the Contract.

Issuance of a purchase order is contingent upon receipt of the insurance documents within fifteen (15) days of notification. Failure to comply may result in the rescission of the award.

The Contractor is responsible for assuring that the insurance required certificates remain in full force for the duration of the Contract. Failure to maintain such insurance certificates may result in delays in issuing payment to the Contractor, issuance of a stop work order by the Town, or termination of the Contract for default.

### **3.7 GENERAL REQUIREMENTS**

The employee(s) of the Contractor shall be considered to be at all times its employee(s), and not employee(s) or agent(s) of the Town or any of its departments.

The Contractor agrees that the Contractor will at all times employ, maintain and assign to the performance of the Contract a sufficient number of competent and qualified professionals and other personnel to meet the requirements of the Work to be performed.

The Contractor agrees to adjust staffing levels or to replace any staff personnel if so requested by the Town Manager or designee, should the Town Manager or designee make a determination that said staffing is unacceptable or that any individual is not performing in a manner consistent with the requirements for such a position.

The Contractor represents that its staff personnel have the proper skills, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses necessary to perform the Work, in a competent and professional manner.

The Contractor shall at all times cooperate with the Town and coordinate its respective Work efforts to most effectively and efficiently performance of the Work.

### **3.8 RULES AND REGULATIONS**

The Contractor shall comply with all laws and regulations applicable to provision of the Services specified in the Contract Documents. The Contractor shall be familiar with all federal, state and local laws, rules, regulations, codes, and ordinances that affect the Work.

### **3.9 SITE INVESTIGATION AND REPRESENTATION**

The Contractor acknowledges that it has satisfied itself as to the nature and location(s) of the Work under the Contract Documents including the general and local conditions, particularly those which can in any way affect the Work or the cost thereof under the Contract Documents.

### **3.10 METHOD OF PERFORMING THE WORK**

The apparent silence of the Contract Documents as to any detail, or the apparent omission from them of a detailed description concerning any Work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of the Contract Documents shall be made upon that basis.

Contractor shall inspect all equipment and materials immediately prior to use and shall not use any equipment that does not meet the requirements of the Contract

The Work to be performed shall be done in such a manner so as not to interfere with the normal Town operations. The manner in which the Work is performed shall be subject to

the approval of the Program Manager, whom if necessary, shall have the authority to require changes in the manner in which the Work is performed. There shall be no obstruction of Town services without the prior written approval of the Program Manager. All requests for such interruption or obstruction must be given in writing to the Program Manager 24 hours in advance of the interruption of Town operations.

The Contractor shall familiarize itself with normal Town operations where the Work is to be performed so that it can conduct the Work in the best possible manner to the complete satisfaction of the Program Manager.

### **3.11 COORDINATION OF THE WORK**

Operations and events/programs will be ongoing at the Facilities. The Contractor shall be responsible for coordinating the Work with the Program Manager and on-site Town personnel designated by the Program Manager, to minimize any potential adverse impacts. The Program Manager will make every effort to notify the Contractor of any events scheduled at a Facility that may impact the Contractors ability to perform the Work.

### **3.12 PROPERTY PROTECTION**

Contractor shall take reasonable precautions to avoid damage to Town and non-Town property of any type. Should Contractor damage such property the Contractor shall repair or replace the damaged property at no expense to the Town or non-Town owner as the Program Manager directs. If the Contractor fails or refuses such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from any outstanding payments due the Contractor.

### **3.13 SAFETY PRECAUTIONS**

Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with performing the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to property, persons, or employees, including all personal protective equipment.

The Contractor shall take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the premises, and shall comply with all applicable provisions of Federal, State, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and amendments thereto, to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. Contractor shall notify owners of adjacent property and utilities when prosecution of the Work may affect them. Any fines levied by the above mentioned authorities for failure to comply shall be the sole responsibility of the Contractor.

The Contractor shall comply with the OSHA "Federal Right to Know" Regulation regarding informing employees of toxic substances in the workplace, providing training, and emergency procedures.

Contractor must adhere to applicable environmental protection guidelines for the duration of the Work. The Contractor shall comply with all codes, ordinances, rules, orders and other legal requirements of public authorities (including OSHA, NIOSH, EPA, DERM, NFPA the Town, Miami-Dade County, State of Florida), which bear on the performance of the Work

The Contractor shall provide such equipment and facilities as are necessary or required, in the case of accidents, for first aid service to person who may be injured during the performance of the Work. Contractor shall immediately report to the Program Manager every accident to persons and shall furnish in writing full information, including witness statements, regarding any and all accidents.

### **3.14 LABOR AND MATERIALS**

Unless otherwise provided herein, Contractor shall provide and pay for all materials, labor, tools, equipment, and other facilities and services necessary for the proper execution and completion of the Work.

### **3.15 SUBCONTRACTORS**

Contractor shall not subcontract any of the Work to be performed under this Contract except for the physical sorting of the Recyclable Materials and their disposal.

### **3.16 AUTHORITY OF THE PROGRAM MANAGER**

The Town Manager hereby authorizes the Program Manager to determine, all questions of any nature whatsoever arising out of, under or in connection with, or in any way relating to or on account of the Work, and questions as to the interpretation of the Work to be performed under the Contract Documents.

The Contractor shall be bound by all determinations or orders of the Program Manager and shall promptly respond to requests of the Program Manager, including the withdrawal or modification of any previous order, and regardless of whether the Contractor agrees with the Program Manager's determination or requests. Where requests are made orally, the Program Manager will follow up in writing, as soon thereafter as is practicable.

The Program Manager shall have authority to act on behalf of the Town to the extent provided by the Contract, unless otherwise modified in writing by the Town. All instructions to the Contractor shall be issued in writing. All instructions to the Contractor shall be issued through the Town Manager or Program Manager.

The Program Manager will not be responsible for means, methods, techniques, sequences or procedures, or for safety precautions in connection with the Work, and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

All interpretations and recommendations of the Program Manager shall be consistent with the intent of the Contract Documents.

The Program Manager shall inspect the work and has the authority to reject Work that does not conform to the Contract Documents.

The Program Manager's authority to act under this paragraph, nor any decision made in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Program Manager to the Contractor, any supplier or any of their agents, employees, or any other person performing any of the Work.

The Program Manager will not be responsible for the acts or omissions of the Contractor, or any of their agents or employees, or any other persons performing any of the Work.

### **3.17 TAXES**

Contractor shall pay all applicable sales, consumer, use and other taxes required by law. Contractor is responsible for reviewing the pertinent state statutes involving state taxes and complying with all requirements.

### **3.18 REMOVAL OF UNSATISFACTORY PERSONNEL**

Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ under the Contract any unfit person or anyone not skilled in the Work to which they are assigned.

The Town may make written request to the Contractor for the prompt removal and replacement of any personnel employed by the Contractor. The Contractor shall respond to the Town within five (5) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. The Town shall make the final determination as to the removal of unsatisfactory personnel from the Work. The Contractor agrees that the removal of any of such individual(s) does not require the termination or demotion of said individual(s).

The Town may request that a Contractor's employee be removed for accepting gratuities or scavenging.

### **3.19 CHANGE ORDERS/ADDITIONAL WORK**

Without invalidating the Contract Documents and without notice to any Surety (if any), the Town reserves and shall have the right, from time to time, to make such increases, decreases or other changes in the character, quantity, or location of the Work under the Contract as may be considered necessary or desirable to provide the Services in a manner satisfactory to the Town. The Town reserves the right to order changes which may result in additions to or reductions from the amount, type or value of the Work shown in the Contract and which are within the general scope of the Contract Documents and all such changes shall be authorized only by a Change Order approved in advance, and issued in accordance with provisions of the Town.

Any changes to the Contract must be contained in a written document, executed by the both parties. However, under circumstances determined necessary by Town, Change Orders may be issued unilaterally by Town.

Although this solicitation and resultant Contract identifies specific Facilities and parks to be serviced, it is hereby agreed and understood that any additional Town parks or facilities may be added to this Contract at the sole option of the Town. If the quote for

the additional facilities is determined to be fair and reasonable, then the additional work or site will be added to the Contract through a written change order.

The Town may obtain price quotes for the additional Facilities from other contractors in the event that fair and reasonable pricing is not obtained from the Contractor, or for other reasons at the Town's discretion.

The Town may also delete specific Facilities or parks to be serviced upon fourteen (14) written notice to the Contractor where the Town determines that such Services are no longer required.

Failure by the Contractor to proceed with Change Order Work when so directed by the Town Manager or designee may result in the Contractor being found in default of the Contract.

### **3.20 FORCE MAJEURE**

Should any failure to perform on the part of Contractor be due to a condition of force majeure as that term is interpreted under Florida law, then, the Town may allow an extension of time reasonably commensurate with the cause of such failure to perform or cure.

If the Contractor is delayed in performing any obligation under the Contract Documents due to a force majeure condition, the Contractor shall request a time extension from the Town within two (2) working days of said force majeure occurrence. Any time extension shall be subject to mutual agreement and shall not be cause for any claim by the Contractor for extra compensation unless additional services are required. Do Not Include any acts or omissions of suppliers.

### **3.21 CLAIMS**

Any claim shall be made by written notice by Contractor to the Town representatives identified in Article 3.3 within ten (10) business days of the commencement of the event giving rise to the claim and stating the general nature and cause of the claim. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation shall be provided unless the Town Manager or designee allows an additional period of time to ascertain more accurate data in support of the claim. The written notice must be accompanied by Contractor's written notarized statement that the adjustment(s) claimed is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. All claims and disputes shall be determined in accordance with the Contract. It is expressly and specifically agreed that any and all claims for changes to the Contract shall be waived if not submitted in strict accordance with the requirements of this Article.

The time to perform portions of the Work may be extended in an amount equal to time lost due to delays beyond the control of and through no fault or negligence of Contractor if a claim is made as provided in this Article. Such delays shall include, but not be limited to, acts or neglect by any separate contractor employed by own, fires, floods, labor disputes

beyond the control of the Contractor, epidemics, abnormal weather conditions (if applicable), or acts of God.

The Contractor shall not be entitled to an increase in the Contract price or payment or compensation of any kind from the Town for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Contractor for actual delays due solely to fraud, bad faith or active interference on the part of Town. Contractor shall be entitled only to extensions of the time for completion of specific portions of the Work, as the sole and exclusive remedy for such resulting excusable delay.

The Contractor agrees to make no claim for damages for delay of any kind in the performance of the Contract Documents whether occasioned by any act or omission of the Town or any of its representatives and the Contractor agrees that any such claim shall be compensated solely by an extension of time to complete performance of the Work due to an excusable delay as defined in this Article. The Contractor alone specifically assumes the risk of such delays, including without limitation: delays in processing or approving any submittals to the Town, or the failure to render determinations, approvals, replies, inspections, in a timely manner. Contractor shall not receive monetary compensation for Town delay(s).

Excusable Delay is (i) caused by circumstances beyond the control of Contractor, its Subcontractors, suppliers, and is also caused by circumstances beyond the control of the Town, or (ii) is caused jointly or concurrently by Contractor, suppliers and by the Town. Contractor is entitled to a time extension of the Contract time for each day the Work is delayed due to Excusable Delay. Contractor must document its claim for any time extension as provided herein.

Failure of Contractor to comply with this Article as to any particular event of claim shall be deemed conclusively to constitute a waiver of any and all claims resulting from that particular event.

### **3.22 DISPUTES AND MEDIATION**

Contractor understands and agrees that all disputes between it and the Town upon an alleged violation of the terms of this Contract by the Town shall be submitted for resolution in the following manner.

Initial effort(s) should be made by the Contractor to resolve any issues with the Program Manager or other Town representative(s) it works within in the coordination and performance of the Work.

Should the initial efforts at resolution not end in a mutual resolution then the Contractor notify in writing the Procurement Manager identified in Article 3.3, Notices, of the claim or dispute

The Contractor shall submit its dispute in writing, with all supporting documentation, to the Procurement Manager, as identified in Article 3.3, Notices. Upon receipt of said notification the Procurement Manager shall review the issues relative to the claim or dispute and issue a written finding.

Should the Contractor and the Procurement Manager fail to resolve the claim or dispute the Contractor shall submit their dispute in writing within five (5) calendar days of the written finding being issued by the Procurement Manager to the Town Manager. Failure to submit such appeal in the stated timeframe of the written finding shall constitute acceptance of the finding by the Contractor. Upon receipt of said notification the Town Manager shall review the issues relative to the claim or dispute and issue a written finding.

Appeal to the Town Manager for resolution is required prior to Contractor being entitled to seek judicial relief in connection therewith. Should the Contractor be entitled to compensation hereunder, the Town Manager's decision may be subject to approval by the Town Council. Contractor shall not be entitled to seek judicial relief unless:

- it has first received Town Manager's written decision, approved by the Town Council if applicable, or
- a period of sixty (60) days has expired after submitting to the Town Manager a detailed statement of the dispute, accompanied by all supporting documentation, or a period of (90) days has expired in an instance where Town Manager's decision is subject to Town Council for approval; or
- Town has waived compliance with the procedure set forth in this Article by written instrument(s) signed by the Town Manager.

In the event the determination of a dispute under this Article is unacceptable to either party hereto, the party objecting to the determination must notify the other party in writing within fourteen (14) calendar days of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any Contract price or Contract time adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the determination. Within sixty (60) calendar days after completion of the Work or expiration of the Contract Term, the parties shall participate in mediation to address all objections to any determinations hereunder and to attempt to prevent litigation. A certified Mediator, who the parties find mutually acceptable, will conduct any mediation proceedings in Miami-Dade County, State of Florida. The costs of a certified Mediator shall be shared on a 50/50 basis. Should claim or dispute not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. A party objecting to a determination specifically waives all of its rights provided hereunder, including its rights and remedies under State law, if said party fails to comply in strict accordance with the requirements of this Article.

### **3.23 CONTINUING THE WORK**

Contractor shall continue to perform all Work under the Contract Documents during all disputes or disagreements with Town, including disputes or disagreements concerning a



request for a Change Order and Work shall not be delayed or postponed pending resolution of any disputes or disagreements without the prior written approval of the Program Manager.

### **3.24 FRAUD AND MISREPRESENTATION**

The Town may terminate this Contract, or any other contract(s) with the Town, with any person, individual, corporation, entity, or affiliate that attempts to meet its contractual obligations with the Town through fraud, misrepresentation or material misstatement. Such person, individual, corporation, entity, or affiliate shall be responsible for all direct or indirect costs associated with termination or cancellation of the contract(s).

### **3.25 STOP WORK ORDER**

The Town may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the Work for a period of up to ninety (90) days (or any lesser period), commencing no sooner than the date the order is delivered to the Contractor, and for any further period to which the parties may agree. Any such order shall be specifically identified as a "Stop Work Order" issued pursuant to this paragraph. Within the period of ninety (90) days (or the lesser period specified) after a Stop Work Order is delivered to the Contractor, or within any extension to which the parties have agreed the Town shall either:

- Cancel the Stop Work Order; or
- Terminate the Work covered by such order as provided in Article 3.50, Termination for Convenience.

If a Stop Work Order issued under this Article is canceled or the period of the order or any extension thereof expires, the Contractor shall resume the Work without compensation to the Contractor for such suspension other than extending the time to complete any Work under the Contract or extending the Contract Term to the extent that, in the opinion of the Town Manager or designee, the Contractor may have been delayed by such suspension. In the event the Town Manager or designee determines that the suspension of Work was necessary due to Contractor's defective or incorrect Work, unsafe Work conditions caused by the Contractor, or any other reason caused by Contractor's fault or omission, the Contractor shall not be entitled to an extension of time or Contract Term or (Time) as a result of the issuance of a Stop Work Order.

Suspension of the Work caused by a threatened or actual storm event, regardless of whether the Town has directed such suspension, will entitle the Contractor to additional Contract time as non-compensable, Excusable Delay, and shall not give rise to a claim for compensable delay.

### **3.26 SET-OFFS, WITHHOLDING, AND DEDUCTIONS**

The Town may set-off, deduct or withhold from any payment due the Contractor, such sums as may be specifically allowed in the Contract or by applicable law including, without limitation, the following:

- Any amount of any claim by a third party;
- Any Liquidated Damages, and/or;

- Any unpaid legally enforceable debt owed by the Contractor to the Town.

The Town shall notify the Contractor in writing of any such withholdings.

Any withholding, which is ultimately held to have been wrongful, shall be paid to the Contractor in accordance with the Local Government Prompt Payment Act

### **3.27 CONTRACTOR DEFAULT**

#### **a. Event of Default**

An event of default shall mean a breach of the Contract by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include but not be limited to, the following:

- The Contractor has not performed the Work in a timely manner;
- The Contractor has refused or failed to supply properly skilled staff or provided sufficient quantities of staff to perform the Work;
- The Contractor has failed to make prompt payment to Subcontractors or suppliers for any services, materials, or supplies provided to Contractor ;
- The Contractor has become insolvent or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
- The Contractor has failed to obtain the approval of the Town where required by the Contract Documents;
- The Contractor has failed in the representation of any warranties stated herein;
- When, in the opinion of the Town, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work.

#### **b. Notice of Default-Opportunity to Cure**

Where an Event of Default ("Default") occurs under the Contract, the Town may at its sole discretion notify the Contractor, specifying the basis for such Default, and advising the Contractor that such Default must be cured within a time frame specified by the Town; or, the Contract with the Town may be terminated. The Town is under no obligation to issue such notification. The Town may grant an extension to the cure period if the Town deems it appropriate and in the best interest of the Town, without waiver of any of the Town's rights hereunder. The Town, at its sole discretion, may have a default corrected by its own forces or another contractor and any such costs incurred will be deducted from any sums due the Contractor under any contract with the Town.

The Town Manager or designee may also suspend any payment or part thereof or order a Work stoppage until such time as the issue(s) concerning compliance are resolved.

c. Termination for Default

Where a Default is not cured within the time specified to cure the Default, the Town Manager in addition to all remedies available by law, may immediately, upon written notice to Contractor, terminate this Contract. Contractor understands and agrees that termination of this Contract under this Article shall not release Contractor from any obligation accruing prior to the effective date of termination.

In the event of termination by the Town Manager or designee, the Town Manager or designee may immediately take possession of all applicable documentation and data, material, equipment, and supplies to which it is entitled to under the Contract or by law.

Where the Town erroneously terminates the Contract for default, the terminations shall be converted to a Termination for Convenience, and the Contractor shall have no further recourse of any nature for wrongful termination.

**3.28 TERMINATION FOR CONVENIENCE**

In addition to cancellation or termination as otherwise provided for in the Contract, the Town may at any time, in its sole discretion, with or without cause, terminate the Contract by written notice to the Contractor. Such Written Notice shall state the date upon which Contractor shall cease all Work under the Contract, and if applicable vacate the Park site(s).

Upon receipt of such notice, unless otherwise directed by the Town, the Contractor shall, Stop all Work on the date specified in the notice ("the Effective Date") and;

- Take such action as may be necessary for the protection and preservation of the Town's materials and property;
- Cancel all cancelable orders for materials and equipment;
- Remove all materials, supplies or equipment that may be used by the Contractor on the Work;
- Assign to the Town and deliver to the Town, at a site(s) specified by the Town, any non-cancelable orders for materials and equipment that can not otherwise be used by the Contractor on other work;
- Take no action that shall increase the amounts payable by the Town under the Contract Documents; and take reasonable measures to mitigate the Town's liability under the Contract Documents; and
- All documents, including electronic documents, related to Work authorized under the Contract, whether finished or not, must be turned over to the Town. Failure to timely deliver the documentation shall be cause to withhold any payments due without recourse by Contractor until all documentation is delivered to the Town.

In the event that the Town exercises its right to terminate the Contract pursuant to the Contract Documents, the Town will pay the Contractor for the actual cost, or the fair and reasonable value, as substantiated by invoice documentation, of any non-cancelable material(s) and equipment that cannot be used elsewhere by the Contractor in the performance of its work.

In no event, shall any payments under this Paragraph exceed the maximum cost set forth in the Contract and the amount due hereunder may be offset by payments made to the Contractor or any claims made against the Contractor. Contractor shall not be entitled to lost profits, overhead or consequential damages as a result of a Termination for Convenience.

### **3.29 TOWN MAY AVAIL ITSELF OF ALL REMEDIES**

The Town may avail itself of each and every remedy stated in the Contract Documents or existing at law or in equity. The exercise or the beginning of the exercise, of one remedy shall not be deemed a waiver of the right to exercise, at the same time or thereafter, of any other remedy.

### **3.30 COMPLIANCE WITH APPLICABLE LAWS**

The Contractor shall comply with the most recent editions and requirements of all applicable laws, rule, regulations, codes, and ordinances of the Federal government, the State of Florida, Miami-Dade County, and the Town.

### **3.31 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT**

Contractor shall not unlawfully discriminate against any person, shall provide equal opportunities for employment, and comply with all applicable provisions of the Americans with Disabilities Act in its performance of the Work under the Contract. Contractor shall comply with all applicable Federal, State of Florida, Miami-Dade County, and Town rules regulations, laws, and ordinance as applicable.

### **3.32 INDEPENDENT CONTRACTOR**

The Contractor is engaged as an independent business and agrees to perform Work as an independent contractor. In accordance with the status of an independent contractor, the Contractor covenants and agrees that the Contractor will conduct business in a manner consistent with that status, that the Contractor will not claim to be an officer or employee of the Town for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: worker's compensation coverage; unemployment insurance benefits; social security coverage; retirement membership, or credit.

### **3.33 THIRD PARTY BENEFICIARIES**

Neither Contractor nor Town intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a claim against either of them based upon this Contract.

### **3.34 ASSIGNMENT OR SALE OF CONTRACT**

The performance of this Contract shall not be transferred pledged, sold, delegated or assigned, in whole or in part, by the Contractor without the prior written consent of the Town. It is understood that a sale of the majority of the stock or partnership shares of the Contractor, a merger or bulk sale, an assignment for the benefit of creditors shall each be

deemed transactions that would constitute an assignment or sale hereunder. The Town may request any information it deems necessary to review any request for assignment or sale of the Contract.

Any transference without Town approval shall be cause for the Town to terminate this Contract for default and the Contractor shall have no recourse from such termination.

Nothing herein shall either restrict the right of the Contractor to assign monies due to, or to become due or be construed to hinder, prevent or affect any assignment by the Contractor for the benefit of its creditors, made pursuant to applicable law.

### **3.35 MATERIALITY AND WAIVER OF BREACH**

Town and Contractor agree that each requirement, duty, and obligation set forth in the Contract Documents is substantial and important to the formation of the Contract Documents and, therefore, is a material term hereof. The Town's failure to enforce any provision of the Contract Documents shall not be deemed a waiver of such provision or modification of the Contract Documents. A waiver of any breach of a provision of the Contract Documents shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of the Contract Documents.

### **3.36 DEFENSE OF CLAIMS**

Should any claim be made or any legal action brought in any way relating to the Work under the Contract, the Contractor shall diligently render to the Town any and all assistance which the Town may require of the Contractor.

### **3.37 FUNDS AVAILABILITY**

Funding for this Contract is contingent on the availability of Town funds and the Contract is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days' notice.

### **3.38 ACCESS TO AND REVIEW OF RECORDS**

Town shall have the right to inspect and copy, at Town's expense, the books, records, and accounts of Contractor which relate in any way to the Contract. The Contractor agrees to maintain an accounting system that provides for accounting records that are supported with adequate documentation and adequate procedures for determining allowable costs.

The Contractor shall comply with the applicable provisions of Chapter 119, Florida Statutes and Town shall have the right to immediately terminate this Contract for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor shall retain all records associated with this Contract for a period of five (5) years from the date of termination.

### **3.39 ROYALTIES AND PATENTS**

All fees, royalties, and claims for any invention, or pretended inventions, or patent of any article, material, arrangement, appliance, or method that may be used upon or in any

manner be connected with the construction of the Work or appurtenances, are hereby included in the prices stipulated in the Contract for said Work.

#### **3.40 TIME IN WHICH TO BRING ACTION AGAINST THE TOWN**

In the event the Contractor may be deemed to have a cause of action against the Town, no action shall lie or be maintained by the Contractor against the Town upon any claim arising out of or based upon the Contract Documents by reason of any act or omission or requirement of the Town or its agents, unless such action shall be commenced within six (6) months after the date of issuance of a final payment under the Contract, or if the Contract is terminated under the provisions of the Contract, unless such action is commenced within six (6) months after the date of such termination by the Town.

#### **3.41 CONTRACT EXTENSION**

The Town reserves the right to exercise its option to extend the Contract for up to ninety (90) calendar days beyond the Contract term. In such event, the Town will notify the Contractor in writing of such extensions.

#### **3.42 APPLICABLE LAW AND VENUE OF LITIGATION**

This Contract shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions the sole venue shall be Miami-Dade County, Florida.

#### **3.43 NON-EXCLUSIVE CONTRACT**

It is the intent of the Town to enter into a Contract with all successful Bidder(s) that will satisfy its needs as described herein. However, the Town reserves the right, as deemed in its best interest, to perform, or cause to be performed, the Work and services, or any portion thereof, as it sees fit, including but not limited to: award of other contracts, use of another contractor, or perform the Work with its own employees.

#### **3.44 SEVERABILITY**

In the event any provision of the Contract Documents is determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision shall be excised from this Contract, and the remainder of the Contract Documents shall continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of either party, such party may elect, at its option, to terminate the Contract in its entirety. An election to terminate the Contract based upon this provision shall be made within seven (7) calendar days after the finding by the Court becomes final.

#### **3.45 CONTRACT DOCUMENTS CONTAINS ALL TERMS**

The Contract Documents and all documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of the Contract Documents shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

### **3.46 ENTIRE AGREEMENT**

The Contract Documents, as they may be amended from time to time, represent the entire and integrated Contract between the Town and the Contractor and supersede all prior negotiations, representations or agreements, written or oral. This Contract may not be amended, changed, modified, or otherwise altered in any respect, at any time after the execution hereof, except by a written document executed with the same formality and equal dignity herewith. Waiver by either party of a breach of any provision of the Contract Documents shall not be deemed to be a waiver of any other breach of any provision of the Contract Documents.

## **SECTION 4**

### **SPECIAL TERMS AND CONDITIONS**

#### **4.1 CONTRACT TERM**

This Contract shall be effective upon execution by both parties and shall continue for a term of three (3) years from the date of execution by the Town unless extended in accordance with Article 4.2. No Work shall commence until a written Notice to Proceed is issued.

#### **4.2 OPTION TO RENEW**

Prior to or upon completion of the initial three (3) year term of the Contract the Town, at its sole and absolute discretion, shall have an option to renew this Contract upon the same terms and conditions for up to two (2) additional one (1) year extensions (the "Options"). Any Option shall be effective upon receipt of a written notice from the Town Manager to the Contractor.

#### **4.3 COMPENSATION/PRICE ADJUSTMENTS**

Contractor shall be paid based on the monthly rates established in the Contract

Contractor's price(s) shall remain fixed and firm during the term of Contract with the following exception:

Adjustments to the rates paid under this Contract may be annually indexed to inflation as defined by the Consumer Price Index (CPI). All Urban Consumers CPU-U All Items Miami-Ft. Lauderdale area as calculated by the U.S. Department of Labor. The All Urban Consumers figures used shall be published and available ninety (90) days prior to the end of the Contract year and thereafter on an annual basis in the same way for succeeding years. Said increases must be requested in writing by the Contractor not later than thirty (30) days prior to the expiration of each Contract year and will be effective upon the commencement of the each new Contract year. No increase shall exceed five (5%) percent per year. Retroactive increases shall not be permitted.

#### **4.4 FUEL SURCHARGES**

In consideration of fluctuations in diesel fuel prices, the Town will allow annual fuel surcharges during the term of the Contract. The fuel surcharge percentage rate will be calculated in accordance with the following table based on the Retail On-Highway Diesel Price - Lower Atlantic as published by the U.S. Department of Energy's Energy Information Administration Gasoline and Diesel Fuel Update. The fuel surcharge percentage rate from the table below will be applied to the current Contract prices then in effect less any previously applied fuel surcharges. The Town will accept Contractor written requests for fuel surcharge adjustments no more than once annually beginning with the first Monday after the first Contract anniversary date. Such requests must contain proper support data.



The Contractor may include the Town approved fuel surcharge adjustment in its next monthly invoice. No surcharge shall be allowed in the first year of the contract.

Fuel Surcharge Table (Price/Gallon)		
At Least	But Less Than	% Surcharge
\$4.00	\$4.20	0.0%
\$4.20	\$4.30	0.5%
\$4.30	\$4.40	1.0%
\$4.40	\$4.50	1.5%
\$4.50	\$4.60	2.0%
\$4.60	\$4.70	2.5%
\$4.70	\$4.80	3.0%
\$4.80	\$4.90	3.5%
\$4.90	\$5.00	4.0%

#### **4.6 PAYMENTS**

Payments shall be based on invoices submitted on a monthly basis for Work performed in the previous month. The Town will not issue any payments based on a statement of accounts. All payments shall be made in accordance with the State of Florida Local Government Prompt Payment Act.

#### **4.7 INVOICING**

Contractor shall invoice once per month for the Services provided in the prior month using the Town's invoice form unless otherwise approved in writing by the Town's Procurement Manager. Contractor invoices, at a minimum, must include the following information:

- Name and address of Contractor
- Contract Number
- Date of invoice
- Invoice number (invoice number cannot be repeated)
- Timeframe covered by the invoice (Dates of Service)
- Site(s) (location) of Work performed
- Total Value of invoice
- Account Codes (if provided)

Separate line items on the invoice must be use used to reflect any fuel surcharges and credit/charges for Recyclable Materials.

#### **4.8 EMPLOYEES**

Contractor's employees shall be identifiable by wearing a uniform bearing the Contractor name. Smoking is not permitted while on Town property.

#### **4.9 TRASH COLLECTION VEHICLES**

Contractor's name, office telephone number and truck number shall be properly displayed on all collection vehicles. Collection vehicles shall be well maintained and clean in appearance.

#### **4.10 TRASH RECEPTACLES**

The Contractor shall provide Trash Receptacles in good repair and is responsible to inspect all Trash Receptacles on a monthly basis and make all necessary repairs, maintenance, painting, or sanitizing. The Contractor shall, upon request of the Program Manager repair, replace, sanitize or repaint the Trash Receptacle, within forty-eight (48) hours notification of notification unless otherwise approve by the Program Manager in writing. Any drain plug will be replaced within seven (7) days of notification. All dumpsters will be steel top loads with lift up lids. No side door receptacles are permitted unless specifically requested or specified.

#### **4.11 SPILLAGE**

The Contractor shall not litter or cause any spillage to occur upon the premise, roadway, or right-of-way wherein the collections shall occur. Extra service effort shall be required to ensure garbage or litter is picked up around the dumpsters if needed. During hauling, all material shall be contained, enclosed, and covered so that leaking, spilling, and blowing is prevented. In the event of any spillage or leaking, including but not limited to, hydraulic and other fluids from the collection vehicles or materials such as paint, by the Contractor, for any reason or source, the Contractor shall ensure that the vehicle stops immediately to prevent "fluid trails" and clean up all spillage and leakage immediately, to the satisfaction of the Town, at no additional cost to the Town. If the Contractor fails to take prompt and effective remedial action and after notice to the Contractor, the Town is required to respond to clean up or repair, costs for such Town action shall be deducted from the Contractor's monthly invoice.

#### **4.12 CONTRACTOR CAUSED MISSED PICK-UP**

If a dumpster is not serviced (missed pick-up) within 12 hours of a reported miss (verbal or written), the Town may assess a service charge based on the pro-rata monthly percentage for the monthly service at the specific Facility. The Town may deduct any assessed missed pick-up service charges from the Contractor's monthly invoice.

#### **4.13 ODOR CONTROL**

Contractor shall be responsible for all appropriate actions to minimize any offensive odors emanating from the Trash Receptacles.

#### **4.14 EMERGENCY SITUATIONS**

In the event of an extreme weather event or some other emergency situation, it may be necessary for the Contractor to provide the labor necessary to remove solid waste as needed, in addition to the provided trash receptacles. It may be necessary for the Contractor to dedicate trucks or provide additional trash receptacles, and sufficient staff to remove debris from Town sites after a storm or emergency situation.

#### **4.15 DISASTER STOP SERVICE REQUIREMENTS**

In the event of a disaster such as a hurricane, the Contractor will be expected to continue with collection service until the Town declares a "State of Emergency" or until the Program Manager and Contractor agree that Service shall be suspended due to unsafe conditions. At the present time, the Town's Disaster plan calls for the Contractor to resume and continue the collection schedule as soon as safely possible. Due to the magnitude of the disaster, if the Contractor is called upon to assist in debris clearing or other duties under "State of Emergency" (FEMA status), the Contractor may be eligible for additional compensation under rates and adjustments. No additional compensation should be expected for general windstorms, poor weather conditions or unusual events outside the "State of Emergency" declaration.

In instances where a Hurricane Warning has been issued the Contractor may be required to pick up any construction type containers provided by the Contractor within four (4) hours.

#### **4.16 REPORTS**

Contractor, on a monthly basis, simultaneous with the submission of its invoice(s) provide a report on the following:

- Number of tons of waste generated by Facility
- Number of tons and value (if applicable) of Recyclable Material generated by Government Center. Value shall be based on the price per ton stated in the Bid Form broken down by type/category of recycled materials.
- Report of any accidents or safety issues occurring on Town property.

## Section 5 Scope of Work

### **5.1 SCOPE OF WORK**

The Services consist of furnishing all personnel, labor, materials, machinery, tools, means of transportation, supplies, equipment, services, supervision, and management necessary to provide refuse collection and disposal services to the Town Facilities identified in below in Article 5.2, as well as Recycling Service for Government Center. The cost of disposal, and all trash receptacles, including dumpsters, roll-off containers, and recycling containers are included in the cost of the Services stated in the Bid Form.

### **5.2 SERVICES PER LOCATION**

<u>Location</u>	<u>Address</u>	<u>Size of Dumpster</u>	<u>Quantity</u>	<u>Pulls/Week</u>
<u>Government Center</u>	<u>6601 Main Street</u>	<u>2 cubic yard</u>	<u>2</u>	<u>3*</u>
		<u>6 cubic yard</u>	<u>1</u>	
<u>Royal Oaks Park</u>	<u>16500 NW 87 Avenue</u>	<u>8 cubic yard</u>	<u>2</u>	<u>6</u>
		<u>2 cubic yard</u>	<u>1</u>	
<u>Miami Lakes Optimist Park</u>	<u>6411 NW 162 Street</u>	<u>8 cubic yard</u>	<u>2</u>	<u>6</u>
		<u>2 cubic yard</u>	<u>1</u>	
<u>Miami Lakes Picnic Park West</u>	<u>15151 NW 82 Avenue</u>	<u>8 cubic yard</u>	<u>2</u>	<u>5</u>
		<u>2 cubic yard</u>	<u>1</u>	
<u>Miami Lakes Picnic Park East</u>	<u>6075 Miami Lakes Drive</u>	<u>8 cubic yard</u>	<u>2</u>	<u>5</u>
		<u>2 cubic yard</u>	<u>1</u>	

\* The Bid form includes an option to reduce the number of pulls to twice per week.

### **5.3 CONSTRUCTION TYPE CONTAINERS**

Contractor may be required to provide construction type containers of various sizes during the term of the Contract. Initially, the Town will require one 20 cubic yard construction container with pulls being performed on an as needed basis. The containers will be provided on a cost per pull basis based on the size of the container, which shall include delivery and removal services.

### **5.4 RECYCLING SERVICES**

Recycling services shall be provided in accordance with Section 15 of the Code of Miami Dade County and all other applicable federal, state, county, and local laws, rules, and regulations.

Contractor shall accept and process for recycling a single stream of commingled Source-Separated Recyclable Materials including, at a minimum, all materials identified on the Bid Form. At a minimum, the Contractor shall accept and process for recycling the following recyclable materials: corrugated cardboard, mixed office paper/colored paper, newspaper/magazines, fiber materials, glass bottles/containers, steel and/or tin containers, aluminum containers, and/or plastic bottles/containers.

Contractor shall not refuse to accept any Recyclable Material collected due to improper refuse being comingled in with the Recyclable Material unless the Program Manager has been provided written notification of the ongoing problem and the town is provided the opportunity to investigate and take any necessary and appropriate action to correct the issue.

All Recycling Services shall be performed at a properly licensed and permitted materials recovery facility

Recycling Dumpsters shall be provided as follows based on the number of dumpsters identified in Article 5.2:

- Government Center – The 6 cubic yard dumpster shall be used for recycling.
- All other locations – One 2 cubic yard dumpster at each site will be used for recycling.

**SECTION 6**

**BID FORM**

Bid submittal of \_\_\_\_\_  
(Name of Bidder)

\_\_\_\_\_  
(Address)

Submitted on: \_\_\_\_\_  
(Date)

to furnish all Work as stated in the ITB and Contract Documents for the

**Refuse and Recycling Services For Town Facilities  
Bid No: 2013-19**

To: Town of Miami Lakes, Florida  
Attn: Town Clerk  
Town Hall  
15150 NW 79<sup>th</sup> Court  
Miami Lakes, Florida 33016

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The undersigned, as Bidder, hereby declares that the only person or persons interested in this Bid, as principal(s) are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into or which the Work pertains; that this Bid is made without connection with any other person, company, firm, or parties making a Bid; and that the Bid is, in all respects, made fairly and in good faith without collusion or fraud.

The Bidder further declares that it has examined the geographic location(s) of the Work, performed sufficient investigations, and informed itself fully of the suitability of the Work and all conditions pertaining to the place where the Work is to be done; that it has examined the ITB and all of the Contract Documents and all addenda thereto issued prior to Bid opening, as acknowledged in its Bid; and that it has satisfied itself about the Work to be performed; and that it has submitted the Bid Guaranty, if required; and all other required information with the Bid; and that this Bid is submitted voluntarily and willingly.

The Bidder had determined based on its business and profession expertise that the Work can be performed and completed in accordance with the Contract Documents.

The Bidder agrees, if this Bid is accepted, to timely execute a contract with the Town, pursuant to the terms and conditions of the Contract Documents and to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and all labor necessary to complete the Work.

The Bidder also agrees to furnish the required Certificate(s) of Insurance.

The undersigned further agrees that the Bid guaranty, if required, accompanying the Bid shall be forfeited if Bidder fails to execute said Contract, or fails to furnish the required Performance Bond, if required by the Contract Documents, or fails to furnish the required Certificate(s) of Insurance within fifteen (15) calendar days after being notified of the award of the Contract.

In the event of arithmetical errors, the Bidder agrees that these errors are errors which may be corrected by the Town. In the event of a discrepancy between the price Bid in figures and the price Bid in words, the price in figures shall govern. Bidder agrees that any unit price listed in the Bid is to be multiplied by the stated quantity requirements in order to arrive at the extended value and the unit price shall prevail over the extended value.

Note: The Recycling Material price per ton will not be used to determine the lowest responsive and responsible Bidder.

Item No.	Location	Monthly Cost	Cost Per Pull	Annual cost
1	Government Center	\$	N/A	\$
2	Miami Lakes Picnic Park West	\$	N/A	\$
3	Miami Lakes Picnic Park East	\$	N/A	\$
4	Royal Oaks Park	\$	N/A	\$
5	Miami Lakes Optimist Park	\$	N/A	\$
6	Cost per pull 20 cubic yard container	N/A	\$	N/A

**TOTAL ANNUAL COST** (combined monthly cost X 12)      \$\_\_\_\_\_

(does not include Items 6)

### Collection, Processing and Disposal of Recyclable Materials

1. If compensation is proposed as an incentive to share Recyclable Materials revenues with Town, or if a zero processing cost is proposed, please insert a dollar amount as a positive per ton amount to be paid to Town, indicated with a (+) sign or \$0, as applicable:

\$\_\_\_\_\_ (price per ton)

2. If a tipping fee to receive Recyclable Materials is proposed, please express the dollar amount as a negative per ton amount to be paid by the Town, indicated with a (-) sign:

\$\_\_\_\_\_ (price per ton)

## Option

The Town, at its sole discretion, may reduce the number of pulls at Government Center. Bidder is to identify below the monthly cost for Government Center should the Town reduce the number of pulls.

Government Center Monthly Cost for 2 Pulls: \$\_\_\_\_\_

Firm's Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_

Town/State/Zip: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Social Security No. or F.E.I.N. No.: \_\_\_\_\_



## ADDENDUM ACKNOWLEDGEMENT FORM

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**Part I:** Listed below are the dates of issue for each Addendum received in connection with this Bid:

Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____

\_\_\_\_\_ No Addendum issued for this ITB

Firm's Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_

**CERTIFICATE OF AUTHORITY  
(IF CORPORATION)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, held on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, a resolution was duly passed and adopted authorizing (Name) \_\_\_\_\_ as (Title) \_\_\_\_\_ of the corporation to execute bids on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the corporation, shall be the official act and deed of the corporation. I further certify that said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_.

Secretary: \_\_\_\_\_

Print: \_\_\_\_\_

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**CERTIFICATE OF AUTHORITY  
(IF PARTNERSHIP)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of \_\_\_\_\_, a partnership organized and existing under the laws of the State of \_\_\_\_\_, held on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, a resolution was duly passed and adopted authorizing (Name) \_\_\_\_\_ as (Title) \_\_\_\_\_ of the to execute bids on behalf of the partnership and provides that his/her execution thereof, attested by a partner, shall be the official act and deed of the partnership.

I further certify that said partnership agreement remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_.

Partner: \_\_\_\_\_

Print: \_\_\_\_\_

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**CERTIFICATE OF AUTHORITY  
IF JOINT VENTURE)**

Joint ventures must submit their joint venture agreement indicating that the person signing this Bid is authorized to sign Bid documents on behalf of the joint venture and submit the appropriate Certificate of Authority (corporate, partnership, or individual).

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**CERTIFICATE OF AUTHORITY  
(IF INDIVIDUAL)**

I HEREBY CERTIFY that, I (Name) \_\_\_\_\_, individually and doing business as (d/b/a) \_\_\_\_\_ (If Applicable) have executed and am bound by the terms of the Bid to which this attestation is attached.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_.

Signed: \_\_\_\_\_

Print: \_\_\_\_\_

**NOTARIZATION**

STATE OF \_\_\_\_\_)

\_\_\_\_\_ ) SS:  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who (did / did not) take an oath.

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC  
STATE OF FLORIDA

\_\_\_\_\_  
PRINTED, STAMPED OR TYPED  
NAME OF NOTARY PUBLIC

**SECTION 7**  
**BID FORM ATTACHMENTS**

**QUESTIONNAIRE**

This Questionnaire ***must*** be submitted with the Bid, The Town may, at its sole discretion, require that the Bidder submit ***additional*** information not included in the Questionnaire. Such information must be submitted within seven (7) Calendar Days of the Town's request. Failure to submit the Questionnaire or additional information upon request by the Town shall result in the rejection of the Bid as Non-Responsive. Additional pages may be used following the same format and numbering. Some Information may not be applicable apply. In such instances insert "N/A".

By submitting its Bid, the Bidder certifies the truth and accuracy of all information contained herein.

**A. Business Information**

1. How many years has your company been in business under its current name and ownership?\*

a. Professional Licenses/Certifications (include name and number)\* Issuance Date


(\*include active certifications of small or disadvantage business & name of certifying entity)

b. Date company licensed by the State of Florida or Miami-Dade County: \_\_\_\_\_

c. State and Date of Incorporation: \_\_\_\_\_

c. What is your primary business? \_\_\_\_\_

(This answer should be specific

2. Name and Licenses (if any) of any prior companies

Name of Company	License No.	Issuance Date
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3. Type of Company:

☐ Corporation ☐ "S" Corporation ☐ LLC ☐ Sole Proprietorship ☐ Other: \_\_\_\_\_

**(Corporations will be required to provide a copy of their corporate resolution prior to executing a contract)**

4. Company Ownership

a. identify all owners of the company

Name	Title	% of ownership
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

b . Is any owner identified above an owner in another company? ☐ Yes ☐ No  
 If yes, identify the name of the owner, other company names, and % ownership

\_\_\_\_\_

\_\_\_\_\_

c. Identify all individuals authorized to sign for the company, indicating the level of their authority ( check applicable boxes and for other provide specific levels of authority)

Name	Title	Signatory Authority	All	Cost	No-Cost	Other
_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Explanation for Other: \_\_\_\_\_

5. Employee Information

Total No. of Employees: \_\_\_\_\_ Number of Managerial/Admin. Employees: \_\_\_\_\_

Total No. of Supervisors: \_\_\_\_\_ Total Number of Full Personnel: \_\_\_\_\_

Will any personnel providing services under this Contract be leased personnel?: Yes \_\_\_\_ No \_\_\_\_  
 \_\_\_\_\_. If yes, how many & what positions: \_\_\_\_\_

6. Has any owner or employee of the company ever been convicted of a federal offense or moral turpitude? If yes, please explain:

\_\_\_\_\_

7. Insurance Information

a. Insurance Carrier name & address: \_\_\_\_\_  
\_\_\_\_\_

b. Insurance Contact Name, telephone, & e-mail: \_\_\_\_\_  
\_\_\_\_\_

c. Insurance Experience Modification Rating (EMR): \_\_\_\_\_  
(if no EMR rating please explain why)

d. Number of Insurance Claims paid out in last 5 years & value: \_\_\_\_\_

8. Have any claims lawsuits been file against your company in the past 5 years, If yes, identify all where your company has either settle or an adverse judgment has been issued against your company. Identify the year basis for the claim or judgment & settlement unless the value of the settlement is covered by a written confidentiality agreement.

\_\_\_\_\_

\_\_\_\_\_

9. To the best of your knowledge is your company or any officers of your company currently under investigation by any law enforcement agency or public entity. If yes, provide details:

\_\_\_\_\_

\_\_\_\_\_

10. Has your company been assessed liquidated damages or defaulted on a contract in the past five (5) years? ☐ Yes ☐ No (If yes, provide an attachment that provides an explanation of the contract and an explanation.

11. Has your company been cited for any OSHA violations in the past five (5) years? If yes, please provide an attachment including all details on each citation, ☐ Yes ☐ No

13. Provide an attachment listing of all equipment that your company does not own but plans to rent, lease, or borrow for the performance of the Work

**B. Contract Management & Subcontract Details**

1. Contract Manager:

a. Name: \_\_\_\_\_ (Provide a copy of resume)

b. Years with Company: \_\_\_\_\_

c Number of Years as a Contract Manager with the Company: \_\_\_\_\_

d. Last 3 contracts with the company including role, scope of work, & value of contract:

\_\_\_\_\_

\_\_\_\_\_

- 
2. Subcontractors for Recycling : (If Bidder will perform recycling still include all requested information.

Name	Address	License No.	Point of Contact/email
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1. Equipment:

- Provide a list of equipment owned that will be used under the Contract, if awarded.
- Provide a list of additional equipment Bidder will rent, lease or borrow if awarded the Contract.

**C. Current and Prior Experience:**

- Current Experience including current under contracts, recently awarded, or pending award (Provide an attachment to this questionnaire that lists all such contracts, including the owner's name, title and value of contracts, scope of contracts, projected or actual start date, projected completion date.
- Prior contracts of a similar size, scope, and complexity: Provide an attachment to this Questionnaire that includes contracts the Bidder considers of a similar, size, scope and complexity that the Town should consider in determining the Bidder's responsiveness and responsibility. This attachment must include the contracts that meet the minimum number of contracts identified by the ITB. Information provided must include the owner's name , address and contract person, including telephone & e-mail, title of contract, location of contract, scope, initial value and final value of the contract, projected and final timeframes for completion in calendar days. A reference letter is to be completed by the owner of the contract and submitted as part of the Bid submission.

**D. Bidder's References**

Bidders are to include a minimum of five (5) references from contracts or contracts listed in C.2 above. The attached form is to be used and is to be included with the Bid submission. The Town, at its sole discretion may allow the Bidder to submit the references after the specified date for Bid submission.



15150 NW 79<sup>th</sup> Court, Suite 185 • Miami Lakes, Florida, 33016

Office: (305) 364-6100 • Fax: (305) 558-8511

Website: [www.miamilakes-fl.gov](http://www.miamilakes-fl.gov)

To Whom it May Concern

Subject: Reference Letter for Bid No. 2013-19

Name of Bidder: \_\_\_\_\_

The above referenced contractor is submitting on a bid solicitation that has been issued by the Town. We require that the Bidder provide written references with their Bid submission and by providing you with this document the Contractor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information your feel is pertinent:

**Title of Contract:**

Scope of work: \_\_\_\_\_

Value of Contract \$\_\_\_\_\_ Is contract active or expired? ☐ Active ☐ Expired

Was the work performed timely: ☐ Yes ☐ No

Was the work performed timely & to acceptable quality standards? ☐ Yes ☐ No

Would you enter into a contract with the Contractor in the future? ☐ Yes ☐ No

If not to either of the above please provide details:

\_\_\_\_\_

Comments:

\_\_\_\_\_

\_\_\_\_\_

Thank you for your assistance in helping us in evaluating our bid solicitation.

Name of individual completing this form: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Sincerely,

Gary Fabrikant  
Procurement Manager



**ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA                }  
                                              }  
COUNTY OF MIAMI-DADE       }

SS:

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Miami Lakes, its elected officials, and \_\_\_\_\_ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Sworn and subscribed before this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
(Printed Name)

My commission expires: \_\_\_\_\_

# NON-COLLUSIVE AFFIDAVIT

State of \_\_\_\_\_ }  
 \_\_\_\_\_ } SS:  
 County of \_\_\_\_\_ }

\_\_\_\_\_ being first duly sworn, deposes and says that:

a) He/she is the \_\_\_\_\_, (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_, the Bidder that has submitted the attached Proposal;

b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

c) Such Proposal is genuine and is not collusive or a sham Proposal;

d) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Bidder, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;

e) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, **owners, employees or parties in interest, including this affiant.**

Signed, sealed and delivered in the presence of:

---

Witness

By: \_\_\_\_\_

Witness

(Printed Name)

(Title)

## NON-COLLUSIVE AFFIDAVIT (CONTINUED)

## ACKNOWLEDGMENT

State of \_\_\_\_\_ )  
 ) SS:  
 County of \_\_\_\_\_ )

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_ to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that \_\_\_\_executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

My Commission Expires:

Notary Public State of Florida at Large

**SWORN STATEMENT ON PUBLIC ENTITY CRIMES**

**SECTION 287.133(3)(a), FLORIDA STATUTES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the Town of Miami Lakes

by \_\_\_\_\_  
[print individual's name and title]

for \_\_\_\_\_  
[print name of entity submitting sworn statement]

whose business address is

\_\_\_\_\_

\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement: \_\_\_\_\_ )

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)9g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand than an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one

person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.

6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[attach a copy of the final order]**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO

UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
Signature of Entity Submitting Sworn Statement

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Personally known \_\_\_\_\_

OR produced identification \_\_\_\_\_ Notary Public – State of \_\_\_\_\_

\_\_\_\_\_  
(type of identification)

My commission expires \_\_\_\_\_

\_\_\_\_\_  
(Printed, typed or stamped commissioned  
name notary public)

**END OF SECTION**

**SECTION 8**  
**CONTRACT EXECUTION FORM**

This Contract \_\_\_\_\_(contract number) made this \_\_\_\_ day of \_\_\_\_\_ in the year **2013** in the amount of \$\_\_\_\_\_ by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and \_\_\_\_\_ (name of Contractor)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Attest:

TOWN OF MIAMI LAKES

By: \_\_\_\_\_  
Marjorie Tejada, Town Clerk

By: \_\_\_\_\_  
Alex Rey, Town Manager

By: \_\_\_\_\_  
Town Attorney

Signed, sealed and witnessed in the presence of:

As to the Contractor:

(Contractor's Name)

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(\*) In the event that the Contractor is a corporation, there shall be attached the original of the corporate resolution in the form contained in this Section, of the board of the corporation, authorizing the officer who signs the Contract to do so in its behalf.

**CORPORATE RESOLUTION**

WHEREAS, \_\_\_\_\_, Inc. desires to enter into a contract with the Town of Miami Lakes for the purpose of performing the work described in the contract to which this resolution is attached; and

WHEREAS, the Board of Directors at a duly held corporate meeting has considered the matter in accordance with the By-Laws of the corporation;

Now, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS that the \_\_\_\_\_,  
(type title of officer)

\_\_\_\_\_, is hereby authorized  
(type name of officer)

and instructed to enter into a contract, in the name and on behalf of this corporation, with the Town of Miami Lakes upon the terms contained in the proposed contract to which this resolution is attached and to execute the corresponding performance bond.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Corporate Secretary

(Corporate Seal)



## EXHIBIT A

### LEASED EMPLOYEE AFFIDAVIT

I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the Town in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the Town with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any Town Work site.

I further agree to notify the Town if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: \_\_\_\_\_

Workers' Compensation Carrier: \_\_\_\_\_

A.M. Best Rating of Carrier: \_\_\_\_\_

Inception Date of Leasing Arrangement: \_\_\_\_\_

I further agree to notify the Town in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the Town that documents the change of carrier.

Name of Contractor: \_\_\_\_\_

Signature of Owner/Officer: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_